



BellSouth Telecommunications, Inc. 615 214-6301  
Suite 2101 Fax 615 214-7406  
333 Commerce Street  
Nashville, Tennessee 37201-3300

Guy M. Hicks  
General Counsel

April 7, 2000

EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Petition of US LEC to Enforce Interconnection Agreement*  
Docket No. 99-00567

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s First Request for Production of Documents and First Interrogatories to US LEC of Tennessee, Inc. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

Guy M. Hicks

GMH:ch  
Enclosure

POSTED  
7-10-00

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In Re:

US LEC Petition to Enforce  
Interconnection Agreement

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DOCKET NO. 99-00567

**BELLSOUTH TELECOMMUNICATIONS, INC.'S**  
**FIRST INTERROGATORIES TO US LEC OF TENNESSEE, INC.**

BellSouth Telecommunications, Inc. ("BellSouth") hereby requests US LEC of Tennessee, Inc. ("US LEC") to provide answers in response to the following interrogatories by April 17, 2000.

**INSTRUCTIONS**

(a) If any response required by way of answer to these Interrogatories is considered to contain confidential or protected information, please furnish this information subject to a protective agreement.

(b) If any response required by way of answer to these Interrogatories is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion.

(c) These Interrogatories are to be answered with reference to all information in your possession, custody or control or reasonably available to you.

(d) If any Interrogatory cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of an Interrogatory, answer all parts of the Interrogatory to

which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

(e) These Interrogatories are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these Interrogatories subsequently become known or should your initial response be incorrect or untrue.

### **DEFINITIONS**

(a) "US LEC" means US LEC of Tennessee, Inc., any predecessors in interest, its parent, subsidiaries, and affiliates, their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of US LEC of Tennessee, Inc.

(b) "You" and "your" refer to US LEC.

(c) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(d) "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these Interrogatories information that would not otherwise be brought within their scope.

(e) "Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its

principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (e.g., a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communication, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

(f) "Complaint" refers to the Complaint filed with the Tennessee Regulatory Authority on August 6, 1999 in Docket No. 99-00567 by US LEC of Tennessee, Inc. against BellSouth Telecommunications, Inc.

(g) "November 1996 Agreement" refers to the Interconnection Agreement between BellSouth and US LEC dated November 12, 1996.

(h) "June 1998 Agreement" refers to the Interconnection Agreement between BellSouth and US LEC dated June 26, 1998.

(i) "June 1999 Agreement" refers to the Interconnection Agreement between BellSouth and US LEC effective June 22, 1999.

### **INTERROGATORIES**

1. Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith and describe the extent of each person's participation, including any information that person provided.

**RESPONSE:**

2. Identify each person whom you expect to call as an expert witness at the hearing in this matter. With respect to each such expert, please state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

**RESPONSE:**

3. Identify all documents that refer or relate to any issues raised in the Complaint that were provided to or made available to any expert identified in response to Interrogatory No. 2.

**RESPONSE:**

4. Identify all employees, representatives, or agents of US LEC involved in the negotiating the November 1996 Agreement, the June 1998 Agreement, or the June 1999 Agreement, including any amendments thereto. In answering this

Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

**RESPONSE:**

5. Do you contend that at the time the parties negotiated the November 1996 Agreement, both US LEC and BellSouth intended to treat calls to Internet Service Providers as "local traffic" under that Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:**

6. Do you contend that at the time the parties negotiated the June 1998 Agreement, both US LEC and BellSouth intended to treat calls to Internet Service Providers as "local traffic" under that Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:**

7. Do you contend that at the time the parties negotiated the June 1999 Agreement, both US LEC and BellSouth intended to treat calls to Internet Service Providers as "local traffic" under that Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:**

8. Do you contend that at the time the parties negotiated the November 1996 Agreement, both US LEC and BellSouth intended to treat calls to Internet Service Providers ("ISP") as if such calls "terminated" at the ISP? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:**

9. Do you contend that at the time the parties negotiated the June 1998 Agreement, both US LEC and BellSouth intended to treat calls to Internet Service Providers ("ISP") as if such calls "terminated" at the ISP? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:**

10. Do you contend that at the time the parties negotiated the June 1999 Agreement, both US LEC and BellSouth intended to treat calls to Internet Service Providers ("ISP") as if such calls "terminated" at the ISP? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:**

11. Do you contend that there is a difference between the place where a call "terminates" for jurisdictional purposes and the place where a call "terminates" for reciprocal compensation purposes? If the answer to the foregoing is in the affirmative, please:

(a) explain in detail the distinction between call termination for jurisdictional and reciprocal compensation purposes;

(b) state the date and describe the circumstances when US LEC first concluded that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes;

(c) state the date and describe the circumstances when US LEC first stated publicly that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes;

(d) identify all documents that refer or relate to or support a distinction between call termination for jurisdictional and reciprocal compensation purposes.



**RESPONSE:**

12. State the number of ISP minutes of use from BellSouth to US LEC in Tennessee for each month since November 1996 for which US LEC is seeking the payment of reciprocal compensation.

**RESPONSE:**

13. For each month since November 1996, state how many of the ISP minutes of use from BellSouth to US LEC in Tennessee you contend "terminated" for jurisdictional purposes in the local calling area.

**RESPONSE:**

14. In answering the foregoing Interrogatory, please explain in detail the basis for your contention and identify all documents that support or refer or relate to such contention.

**RESPONSE:**

15. For each month since November 1996, state how many of the ISP minutes of use from BellSouth to US LEC in Tennessee you contend "terminated" for reciprocal compensation purposes in the local calling area.

**RESPONSE:**

16. In answering the foregoing Interrogatory, please explain in detail the basis for your contention and identify all documents that support or refer or relate to such contention.

**RESPONSE:**

17. State the number of minutes of use from BellSouth to US LEC in Tennessee for each month since November 1996 for which US LEC is seeking the payment of reciprocal compensation that are attributable to what US LEC has described as "information processing." (Docket 9577-U, Tr. at 124).

**RESPONSE:**

18. Describe in detail what US LEC means by the term "information processing" (Docket 9577-U, Tr. at 124), including a description of the services US LEC provides to support such an offering.

**RESPONSE:**

19. Identify the customers that US LEC serves in Tennessee that offer "information processing" for which US LEC is seeking reciprocal compensation from BellSouth.

**RESPONSE:**

20. Are any customers that US LEC serves in Tennessee that offer "information processing" for which US LEC is seeking reciprocal compensation from BellSouth in any way affiliated with US LEC. If the answer to the foregoing is in the affirmative, state the nature of the affiliation and identify all documents that refer or relate to such affiliation.

**RESPONSE:**

21. Has US LEC entered into any arrangement or agreement with any person that involves the sharing of any reciprocal compensation received by US LEC from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, state the date when such an arrangement was reached or agreement

was entered into, and identify all documents referring or relating to such an arrangement or agreement.

**RESPONSE:**

22. Has US LEC provided telecommunications services to any person with whom US LEC has entered into any arrangement or agreement that involves the sharing of reciprocal compensation received by US LEC from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, describe the telecommunications services US LEC has provided, and identify all documents referring or relating to such telecommunications services.

**RESPONSE:**

23. State the total number of minutes of use from BellSouth to US LEC in Tennessee for each month since November 1996 for which US LEC has been paid or is seeking the payment of reciprocal compensation.

**RESPONSE:**

24. Identify the number of US LEC's total customers in Tennessee, and separately identify the number of those customers that are (1) Internet Service Providers ("ISPs"); and (2) business customers other than ISPs; and (3) residential customers.

**RESPONSE:**

25. For the ISP customers identified in response to Interrogatory No. 24, state, on an annual basis since 1996, (a) the total amount billed by US LEC for service to those customers from inception of service to present; (b) the amounts of any credits, rebates, or adjustments given to such customers; and (c) the total amount of revenue collected from such customers, from inception of service to present.

**RESPONSE:**

26. Does US LEC own or have an interest in an ISP in Tennessee? Is US LEC affiliated in any way with an ISP in Tennessee (other than a customer relationship)? If so, explain in full the nature of such interest or affiliation and identify all documents that refer or relate to such interest or affiliation.

**RESPONSE:**

27. If the response to Interrogatory No. 26 is in the affirmative, state the percentage of reciprocal compensation that US LEC is claiming in this proceeding that was generated from calls to ISPs owned by or affiliated with US LEC, or in which US LEC has an interest in Tennessee.

**RESPONSE:**

28. For each year beginning in 1996, state, on an annual basis, the total revenues US LEC earned or expects to earn in reciprocal compensation payments from BellSouth in Tennessee.

**RESPONSE:**

29. For each year beginning in 1996, state, on an annual basis, the total revenues US LEC earned or expects to earn from its ISP customers in Tennessee.

**RESPONSE:**

30. For each year beginning in 1996, state, on an annual basis, the total revenues US LEC earned or expected to earn from its end-user customers, including ISPs, in Tennessee.

**RESPONSE:**

31. State US LEC's total dollar investment in Tennessee, including the total dollar investment in switches, outside plant, and support assets.

**RESPONSE:**

32. State the total number of end user customers that US LEC serves in Tennessee and the number of "customer connections" (i.e., trunks and lines) for which these customers account.

**RESPONSE:**

33. State the total number of ISP customers that US LEC serves in Tennessee and the number of "customer connections" (i.e., trunks and lines) for which these customers account.

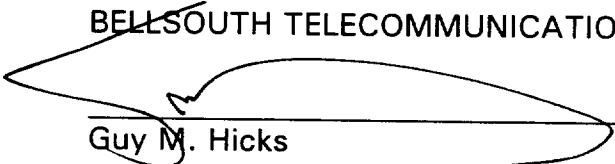
**RESPONSE:**

34. State the actual cost US LEC incurs in transporting ISP traffic from the point of interconnection with BellSouth to the ISP server being served by a US LEC switch. In answering this Interrogatory, describe in detail how this cost was calculated and identify all documents referring or relating to such calculation.

**RESPONSE:**

Respectfully submitted this 7<sup>th</sup> day of April, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.



Guy M. Hicks  
333 Commerce Street, Suite 2101  
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(615) 214-6301

R. Douglas Lackey  
Bennett L. Ross  
675 W. Peachtree Street, Suite 4300  
Atlanta, Georgia 30375

203847



CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2000, a copy of the foregoing document was served on the parties of record, via facsimile, hand delivery, overnight or U. S. Mail, postage pre-paid, addressed as follows:

- ☒ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight

Richard Collier, Esquire  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0500

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

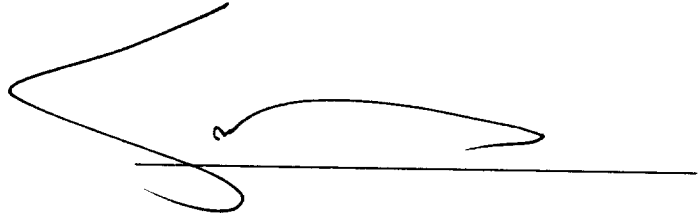
Henry M. Walker, Esquire  
Boult, Cummings, et al.  
414 Union St., #1600  
Nashville, TN 37219

- ☐ Hand
- ☒ Mail
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- ☐ Overnight

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Swidler & Berlin  
3000 K St, NW, #300  
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- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Aaron D. Cowell, Jr.  
US LEC Corp.  
401 N. Tryon St., #1000  
Charlotte, NC 28202



BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In Re:

US LEC Petition to Enforce  
Interconnection Agreement

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Docket No. 99-00567

**BELLSOUTH TELECOMMUNICATIONS, INC.'S**  
**FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO**  
**US LEC OF TENNESSEE, INC.**

BellSouth Telecommunications, Inc. ("BellSouth") hereby requests US LEC of Tennessee, Inc. ("US LEC") to furnish documents in response to the following Requests for Production by April 17, 2000.

**INSTRUCTIONS**

(a) If any response required by way of answer to these Requests for Production is considered to contain confidential or protected information, please furnish this information subject to a protective agreement.

(b) If any document is withheld under a claim of privilege, please furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who prepared the document, the date the document was prepared, each person who was sent a copy of the document, each person who has viewed or who has had custody of a copy of the document, and a statement of the basis on which the privilege was claimed.

(c) These Requests for Production are to be answered with reference to all information in your possession, custody or control or reasonably available to

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you. These Requests for Production are intended to include requests for information that is physically within US LEC's possession, custody or control as well as in the possession, custody or control of US LEC's agents, attorneys, or other third parties from which such documents may be obtained.

(d) If any Request for Production cannot be responded in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of a Request for Production, answer all parts of the request to which you do not object, and as to each part to which you do object, separately set forth this specific basis for the objection.

(e) These Requests for Production are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these requests subsequently become known or should your initial response be incorrect or untrue.

#### **DEFINITIONS**

(a) "US LEC" means US LEC of Tennessee, Inc., any predecessors in interest, its parent, subsidiaries, and affiliates, their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of US LEC, Inc.

(b) "You" and "your" refer to US LEC.

(c) "Complaint" refers to the Complaint filed with the Tennessee Regulatory Authority on August 6, 1999 in Docket No. 99-00567 by US LEC of Tennessee, Inc. against BellSouth Telecommunications, Inc.

(d) "November 1996 Agreement" refers to the Interconnection Agreement between BellSouth and US LEC dated November 12, 1996.

(e) "June 1998 Agreement" refers to the Interconnection Agreement between BellSouth and US LEC dated June 26, 1998.

(f) "June 1999 Agreement" refers to the Interconnection Agreement between BellSouth and US LEC effective June 22, 1999.

(g) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

#### **REQUESTS FOR PRODUCTION**

1. Produce copies of all documents identified in response to BellSouth's First Set of Interrogatories.

2. Produce all documents that refer or relate to or were generated in connection with US LEC's negotiation or execution of the November 1996 Agreement.

3. Produce all documents that refer or relate to or were generated in connection with US LEC's negotiation or execution of the June 1998 Agreement.

4. Produce all documents that refer or relate to or were generated in connection with US LEC's negotiation or execution of the June 1999 Agreement.

5. Produce all documents that refer or relate to or support US LEC's contention that it understood ISP traffic to be "local traffic" under the November 1996 Agreement.

6. Produce all documents that refer or relate to or support US LEC's contention that it understood ISP traffic to be "local traffic" under the June 1998 Agreement.

7. Produce all documents that refer or relate to or support US LEC's contention that it understood ISP traffic to be "local traffic" under the June 1999 Agreement.

8. Produce all documents that refer or relate to or support US LEC's contention that it understood that calls to Internet Service Providers ("ISP") "terminate" at the ISP under the November 1996 Agreement.

9. Produce all documents that refer or relate to or support US LEC's contention that calls to Internet Service Providers ("ISP") "terminate" at the ISP under the June 1998 Agreement.

10. Produce all documents that refer or relate to or support US LEC's contention that calls to Internet Service Providers ("ISP") "terminate" at the ISP under the June 1999 Agreement.

11. Produce all documents that support or refer or relate to US LEC's allegations in the Complaint, including, but not limited to, all documents created prior to September 1, 1997 reflecting US LEC's belief or expectation that it would be receiving reciprocal compensation from BellSouth for ISP traffic.

12. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of US LEC

that reflect the amount of reciprocal compensation US LEC expected to receive from BellSouth.

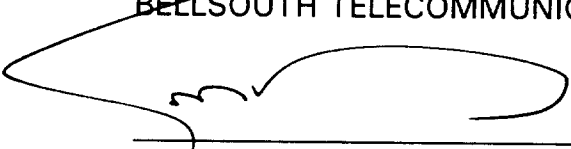
13. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of US LEC that reflect the volume of calls US LEC expected to receive from BellSouth customers to Internet Service Providers served by US LEC.

14. Produce all documents that refer or relate to any arrangement or agreement between US LEC and any other person that involves the sharing of any reciprocal compensation received by US LEC from BellSouth.

15. Produce all documents that refer or relate to any reciprocal compensation that US LEC has billed BellSouth for traffic generated by or directed to any person or entity with which US LEC has an arrangement or agreement to share reciprocal compensation received by US LEC from BellSouth.

Respectfully submitted this 7th day of April, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.



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Guy M. Hicks

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(615) 214-6301

R. Douglas Lackey  
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675 W. Peachtree Street, Suite 4300  
Atlanta, Georgia 30375

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2000, a copy of the foregoing document was served on the parties of record, via facsimile, hand delivery, overnight or U. S. Mail, postage pre-paid, addressed as follows:

- ☒ Hand  
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☐ Facsimile  
☐ Overnight

Richard Collier, Esquire  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0500

- ☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

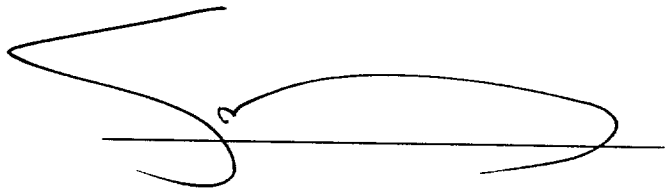
Henry M. Walker, Esquire  
Boult, Cummings, et al.  
414 Union St., #1600  
Nashville, TN 37219

- ☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Richard M. Rindler, Esquire  
Swidler & Berlin  
3000 K St, NW, #300  
Washington, DC 20007

- ☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Aaron D. Cowell, Jr.  
US LEC Corp.  
401 N. Tryon St., #1000  
Charlotte, NC 28202

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape followed by a horizontal line and a small loop at the end.